

Letter Contract No. TE-2191

SAVE 14996 3. FILE  
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26 April 1957

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Attention:

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Gentlemen:

1. Introduction:

An order is hereby placed with the Contractor for the furnishing to the Government of the supplies and/or services set forth in Exhibit "A" attached hereto and hereby made a part hereof.

2. Direction to Proceed:

Except as otherwise expressly provided to the contrary herein, the Contractor is directed to proceed as of 1 May 1957 to procure the necessary materials and to commence with the performance of the work called for herein, and to pursue such work with all diligence to the end that the work will be performed at the earliest practicable date.

3. Contract Clauses Incorporated by Reference:

(a) The provisions of the contract clauses set forth in the following paragraphs of the Air Force Procurement Instructions in effect on the date hereof, and the additional clauses which are made a part of this letter contract in Exhibit "A", are hereby incorporated into this letter contract by reference, with the same force and effect as though herein set forth in full:

7-103.1 (Definitions)	7-203.2 (Changes)
7-203.3 (Limitation of Cost)	7-203.4 (Allowable Cost, Fixed Fee & Payment)
7-203.7 (Records)	7-203.8 (Subcontracts)
7-4037 (Inspection)	7-104-14 (Utilization of Small Business Concerns)
7-103-14 (Buy American Act)	7-103-12 (Disputes)
	12-203 (Convict Labor)

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12-303.1 (Eight-Hour Law of 1912)	12-604 (Walsh-Healey Public Contracts Act)
12-802 (Non-discrimination in Employment)	7-103.19 (Officials Not to Benefit)
7-103-20 (Covenant Against Contingent Fees)	13-503 (Government Property)
7-203.22 (Insurance Liability to Third Persons)	7-104.12 as (Military Security Modified by Requirements)
7-104.16 (Gratuities)	7-204.12
	7-204.6 (Terminations) 9-104 (Notice & Assistance Re Patent Infringement)
7-203.11 & Par.(f) of AFPI 7-303.10 (Excusable Delays)	9-110 (Reporting of Royalties)
9-106 (Filing of Patent Applications)	9-107.1 (Patent Rights)
9-202 (Copyright)	9-102.1 (Authorization and Consent)
	9-112 (Reproduction and Use of Technical Data)

(b) Reference in any of the clauses enumerated above to contract costs or adjustments in fixed fee and delivery schedules to the extent such are not specifically included in this Letter Contract, shall be inapplicable, except that any adjustments in amounts finally payable to the Contractor, or in time of performance required by such clauses, shall be made either at the time of settlement of Contractor's termination claim or shall be taken into account at the time of execution of the definitive contract contemplated herein.

4. Provisions for Definitizing Contract:

By the Contractor's acceptance hereof, it undertakes, without delay, to enter into negotiations with the Contracting Officer looking to the execution of a definitive contract which will include the clauses enumerated above and all other applicable clauses then required by Federal Law, Executive order, and applicable procurement regulations to be included in contracts for supplies or services of the kind herein described. The definitive contract will also contain a detailed delivery schedule, estimated cost, fixed fee, if any, terms and conditions as agreed to by the parties which may or may not be at variance with the provisions of this order. It is expected that such definitive contract will be executed prior to 1 July 1957 and will be a cost plus fixed fee type of contract.

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5. Authority to Obligate Funds:

The Contractor is not authorized to expend or obligate in furtherance of its performance hereunder more than [redacted] in the aggregate. No contract, regardless of the amount thereof, shall be made by the Contractor with any other party for furnishing any of the completed or substantially completed work herein called for, without the written approval of the Contracting Officer.

6. Alterations:

The following alterations of this Letter Contract have been made prior to the execution of this contract by the parties hereto:

(a) In reference AFPI clause 7-203.7 (Records) delete the words "Comptroller General of the United States" and substitute in lieu thereof "Comptroller of the contracting Government Agency or his authorized representative."

(b) In reference AFPI clause 9-107.1 (Patent Rights), the wording is amended to provide that the Contractor agrees to and does grant to the Government all right, title and interest in and to each Subject Invention with no nonexclusive and royalty-free license to the Contractor to practice any such invention.

(c) In reference AFPI clause 9-202 (Copyright) the wording is amended to provide that the Contractor agrees to and does grant to the Government all right, title and interest in and to all copyrightable material with no royalty-free, nonexclusive and irrevocable license to the Contractor to reproduce, translate, publish, use, and dispose of all copyrightable material first produced or composed and delivered to the Government under this contract by the Contractor.

7. Provisions for Execution:

The Contractor's acceptance of this order will be indicated by affixing its signature to the original and two copies thereof and returning the original and one executed copy to the Contracting Officer not later than 1 June 1957. Such acceptance will constitute this order a contract on the terms set forth herein.

Yours very truly,

THE UNITED STATES OF AMERICA

[redacted]  
Title: Contracting Officer

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EXHIBIT A

1. SCOPE OF WORK:

A. The Contractor shall make a preliminary study of certain special systems for producing electromagnetic radiation; review the state of the art and determine the probable effect of changes in certain variables on the operation of such systems; examine the feasibility of bringing about predetermined changes in the variables involved and suggest lines of approach for the development of means for accomplishing such changes. Set up and direct operation, calibration, and maintenance of special instrumentation designed to record the above information at a site to be designated by the Contracting Officer or his authorized representative.

2. PERIOD OF PERFORMANCE:

The period of performance hereunder shall commence 1 May 1957, and shall terminate at the close of business on 1 May 1958 unless further extended by appropriate amendment to this Letter Contract or the definitive contract which will replace this Letter Contract.

3. ESTIMATED COST AND FIXED FEE:

4. PAYMENTS:

(a) Payment of costs shall be made upon the receipt of monthly invoices in accordance with the provisions of AFPI clause 7-203.4 (Allowable Cost, Fixed Fee and Payment.).

(b) Payment of fee. Each billing submitted under (a) above shall have added thereto, for the purpose of progress payment on the fixed fee, a sum equal to ten percent (10%) of the amount billed. Payment of the fee shall be made in accordance with the provisions of the AFPI clause cited in (a) above.

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(c) Indirect costs (overhead) to be applied to direct labor under this Letter Contract shall be in accordance with the principles and policies negotiated between the Contractor and the Department of the Air Force for similar contract work.

5. CAPITAL EQUIPMENT OR MAJOR ITEMS OF MATERIAL:

In the event capital equipment or major items of material are required in support of the work covered by this contract the Contractor is authorized to obtain same provided approval as to cost is obtained from the Contracting Officer.

6. SPECIAL SECURITY RESTRICTIONS:

The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is permitted or directed to reveal such information by the Contracting Officer or his duly authorized representative for security matters.